

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF KLAMATH

DALE A. FLEMING and JANICE M.
FLEMING, husband and wife,

Plaintiffs,

v.

MICHAEL BARNES WRAY; MARK FORBES
WRAY; NANCY LEE DEY; STEVEN
WADDINGTON WRAY; SUSAN WRAY HEDGES;
and JUDITH WRAY NELSON, dba WRAY
PARTNERSHIP; WRAY PARTNERSHIP;
DAVID P. HENZEL; ROBERT J. BOGATAY;
and BOGATAY CONSTRUCTION,

Defendants.

Case No. 9101064 CV

RELEASE OF LIEN AGAINST
REALTY

I, DAVID P. HENZEL, acknowledge that Dale A. Fleming and Janice M. Fleming, husband and wife, are seeking strict foreclosure of the Contract to Exchange Real Property dated November 9, 1989 and recorded January 26, 1990 in Volume M 90, Page 1820, of the Deed Records of Klamath County, Oregon, wherein Dale A. Fleming and Janice M. Fleming and the Wray Partnership were the parties in interest; and said Dale A. Fleming and Janice M. Fleming are seeking foreclosure of the Promissory Note and Mortgage dated September 26, 1989 and recorded January 26, 1990 in Volume M 90, Page 1834, of the Mortgage Records of Klamath County, Oregon to secure payment of \$738,320 wherein the Wray Partnership was the mortgagor and Dale A. Fleming and Janice M. Fleming were the mortgagees.

I, DAVID P. HENZEL, am satisfied that the Wray Partnership has no equity in the real property which is the subject of the
RELEASE OF LIEN AGAINST REALTY

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MICHAEL L. BRANT
ATTORNEY AT LAW
325 MAIN STREET
KLAMATH FALLS, OREGON 97601
(503) 882-4653

DESCRIPTION OF PROPERTY

22548

The following described real property situated in Klamath County, Oregon:

PARCEL 1: That portion of S½SW¼, in Section 25, Township 39 South, Range 9 E.W.M. EXCEPTING HOWEVER, from the effect of this conveyance, the South 126.7 feet thereof; Containing after making the aforesaid exception, 72.3 acres, and SAVING and EXCEPTING any portion lying in Homedale Road.

PARCEL 2: The N½NE of Section 35 Township 39 South, Range 9 E.W.M., Klamath County, Oregon, SAVING AND EXCEPTING such portions of said premises as have been conveyed to the United States of America by deed recorded in Volume 326 at page 239, by deed recorded in Volume 30 at page 563, by deed recorded in Volume 45 at page 239, and by deed recorded in Volume 88 at page 309 of Deed Records of Klamath County, Oregon; and ALSO EXCEPTING that portion of said realty acquired by the United States of America under a declaration of taking in Volume 293 at page 183 of Deed Records of Klamath County, Oregon; ALSO EXCEPTING THEREFROM any portion lying within Homedale Road.

PARCEL 3: Tract 19 of "400" Subdivision, EXCEPTING THEREFROM that portion deeded to United States of America by deed recorded February 7, 1936, in Deed Volume 105, page 608 for 1-B-1-A Drain purposes. ALSO EXCEPTING THEREFROM that portion deeded to the United States of America by deed recorded August 26, 1960 in Deed Volume 323, page 581.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 29th day of Oct. A.D., 19 91 at 12:01 o'clock P.M., and duly recorded in Vol. M91 of Deeds on Page 22546

FEE \$38.00

Evelyn Biehn - County Clerk

By Pauline Mullins

proceeding to foreclose the Mortgage and/or Exchange Agreement Grantee shall not seek, obtain or permit a deficiency judgment against the Grantor, their heirs or assigns, such remedies being hereby waived.

6. Grantor does hereby waive, surrender, convey and relinquish any equity of redemption and statutory rights of redemption concerning the real property and mortgage described above.

7. Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence or misrepresentation of Grantee, their agents or attorney or any other person.

8. The true consideration for this conveyance is Grantee's forbearance described in Paragraph 5 above.

9. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

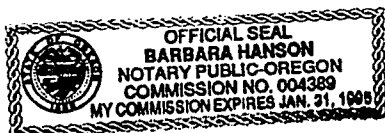
DATED this 28th day of October, 1991.

WRAY PARTNERS

by: [Signature]
Michael Barnes Wray
Managing Partner

STATE OF OREGON)
County of Klamath) ss.

The foregoing instrument was acknowledged before me this 28th day of October, 1991, by Michael Barnes Wray, managing partner of Wray Partners, a partnership.



Barbara Hanson
Notary Public for Oregon
My Commission Expires: 1/31/95